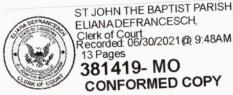




1811 W. Airline Highway LaPlace, LA 70068 (985) 652-9569



PROFESSIONAL SERVICES AGREEMENT BETWEEN ST JOHN THE BAPTIST PARISH AND STUART CONSULTING GROUP, INC. FOR

NON-DOMESTIC WASTEWATER USE PROGRAM RATE ADJUSTMENT

WHEREAS, the St. John the Baptist Parish Council approved a resolution to grant Administration authorization to enter into a Professional Services Agreement for Non-Domestic Wastewater Use Program Rate Adjustment Services with Stuart Consulting Group, Inc. at the June 8, 2021 meeting.

NOW THEREFORE, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for the Non-Domestic Wastewater Use Program Rate Adjustment Services.

This Agreement is made and entered into on this day of June., 2021 between St. John the Baptist Parish Council, (hereinafter referred to as "PARISH"), represented by Jaclyn Hotard, Parish President, and Stuart Consulting Group, Inc. 1018 Central Ave. Suite 200 Metairie, LA 70001, Phone: (504) 888-5733 represented by Thomas J. Martin, Jr. (hereinafter referred to as "ENGINEER") do hereby enter into this "Agreement" under the following terms and conditions.

SCOPE OF SERVICES

The services to be performed by **ENGINEER** for **PARISH** under this Agreement ("Services") are set out in Exhibit A (Statement of Work), incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A**: **Statement of Work**.

TERM OF AGREEMENT

This Agreement shall begin on the date of the executed notice to proceed and terminate three (3) years thereafter.

AMENDMENT

This Agreement may be amended by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council.

EXTENSION

The term of this Agreement may be extended in six (6) month increments two (2) times, by written Agreement, executed by both Parties and subject to approval of the St. John the Baptist Parish Council.

PAYMENT TERMS

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **ENGINEER** in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule.**

All payments must be approved by the **Director of Utilities**, hereinafter called the **DIRECTOR**, and all deliverables, etc. shall be submitted to him and all approval and administration of this Agreement shall be through him.

INSURANCE

ENGINEER shall meet or exceed the **PARISH**'s Insurance Requirements as listed in **Exhibit C: Insurance Requirements.**

MONITORING PLAN

This Agreement shall be administered and monitored by the **DIRECTOR** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **ENGINEER** shall submit a monthly summary of activities in accordance with the attached statement of work.

TAXES

ENGINEER hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be **ENGINEER**'s obligation. **ENGINEER** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **PARISH** may terminate this Agreement for cause based upon the failure of the **ENGINEER** to comply with the terms and/or conditions of this Agreement, provided that **PARISH** shall give the **ENGINEER** written notice specifying the **ENGINEER**'s failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The **ENGINEER** may terminate this Agreement for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this Agreement, provided that the **ENGINEER** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **ENGINEER** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this Agreement by the **ENGINEER**, and **PARISH** may withhold any payments to the **ENGINEER** for the purpose of setoff until such time as the exact amount of damages due **PARISH** from the **ENGINEER** is determined.

TERMINATION FOR CONVENIENCE

PARISH may terminate this Agreement at any time by giving thirty (30) days written notice to the **ENGINEER** of its intent to terminate this Agreement. The **ENGINEER** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to ENGINEER by PARISH shall remain the property of PARISH, and shall be returned by ENGINEER to PARISH, at ENGINEER's expense, at termination or expiration of this Agreement. Copies of all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by ENGINEER in connection with the performance of the services in which Agreement fees have been paid for herein shall become the property of PARISH, and shall, upon request, be returned by ENGINEER to PARISH, at ENGINEER's expense, at termination or expiration of this Agreement.

NON-ASSIGNABILITY

ENGINEER shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **ENGINEER** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

AUDITORS

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **ENGINEER** which relate to this Agreement.

TERMS

The work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by Amendment.

NOTICE TO PROCEED

The **DIRECTOR** shall notify the **ENGINEER** in writing to undertake the services stated in **Exhibit A: Statement of Work**, and the **ENGINEER** shall commence the services within ten (10) days after receipt of such notification.

INDEMNITY

To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **ENGINEER**.

GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the Parties hereto that the **ENGINEER** is entering into this Agreement in the capacity of an independent **ENGINEER**.

While in the performance of services or carrying out other obligations under this Agreement, the **ENGINEER** shall be acting in the capacity of independent **ENGINEER**s and not as employees of St. John the Baptist Parish.

The **PARISH** shall not be obliged to any person, **ENGINEER** or corporation for any obligations of the **ENGINEER** arising from the performance of their services under this Agreement.

This Agreement shall be binding upon the successors and assigns for the Parties hereto. This Agreement being for the personal services of the **ENGINEER**, shall not be assigned or subcontracted in whole or in part by the **ENGINEER** as to the services to be performed hereunder without the written consent of the **PARISH**.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

VENUE

This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **ENGINEER** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trail and appropriate Appellate courts.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Agreement, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to Engineer:		
ATTN: Jaclyn Hotard	Stuart Consulting Group, Inc.		
St. John the Baptist Parish	Attn: Thomas J. Martin Jr., P.E.		
1811 W. Airline Hwy.	1018 Central Ave. Suite 200		
LaPlace, Louisiana 70068	Metairie, Louisiana 70001		

DISCRIMINATION CLAUSE

The **ENGINEER** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **ENGINEER** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:

PARISH:
ST. JOHN THE BAPTIST PARISH

By: Jacly: Hotard
Parish President

PRINT NAME

WITNESS:

ENGINEER:
Stuart Consulting Group, Inc.
By: Thomas J. Martin, Jr., P.E.
President

Exhibit A Statement of Work

SERVICES

The **ENGINEER** shall provide all services listed in the statement of work required to complete the project as described herein, including attendance by the **ENGINEER** at **PARISH** Council Meetings.

Basic services are identified in Task 1 and Task 2.

PROJECT DESCRIPTION

The current rates in St. John the Baptist Parish to discharge as a commercial facility are lower than the rates to discharge as residential. The rates have not been updated recently and a Consumer Price Index (CPI) has not been included since 2018. The **PARISH** would like to adjust the discharge rates as well as include a CPI to cover inflation rates each year as needed.

TASK 1 – RESEARCH:

- 1. Review existing Non-Domestic Discharge Surcharge Rates
- 2. Data research of systems in close proximity to St. John the Baptist Parish.
- 3. Review of national rates

TASK 2 – REPORT:

- 1. Submit Draft Report of findings and recommended rate adjustments.
- Submit Final Report upon approval of PARISH.
- 3. Update Resolution with new agreed upon rates.

Exhibit B PRICE SCHEDULE

For each task in **Exhibit A**, the work is to be initiated only upon receipt of written Notice to Proceed from the **DIRECTOR**.

For the task outlined in **Exhibit A**, the Owner shall pay the **ENGINEER** as follows:

Tasks 1 and 2:

Compensation for Services – for work associated with the statement of work of this project the estimated fee shall be based on a lump sum fee.

Services Fee Breakdown

Task 1 Research \$10,000 (Lump Sum)
Task 2 Report \$5,000 (Lump Sum)

Total Professional Services Fee from Tasks 1 and 2: \$15,000

FUNDS

Payment to the **ENGINEER** under this Agreement shall be contingent upon availability of funds as identified in the Council approval authorizing the Agreement terms.

PAYMENTS

The **ENGINEER** shall submit all invoices to the **DIRECTOR** on the first of the month for the completed contracted work from the previous month. The **DIRECTOR** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **DIRECTOR's** approval.

EXHIBIT C

INSURANCE REQUIREMENTS

St. John the Baptist Parish Council

1811 West Airline Highway LaPlace, LA 70068

ENGINEER shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

A) <u>Statutory Workman's Compensation</u> covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **ENGINEER** in connection with this Agreement.

The limits for "A" above shall be not less than:

- 1) Employers' liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2) Some contracts may require USL&H or maritime coverage. This should be checked out with Insurance Dept./Legal Dept.
- 3) WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate
- 4) No excluded classes of personnel or employees shall be allowed on Council's premises
- B) <u>Commercial General Liability</u>, including:
 - 1) Contractual liability assumed by this Agreement
 - 2) Owners and ENGINEER's Protective Liability (if ENGINEER is a General ENGINEER)
 - 3) Personal and advertising liability
 - 4) Completed operations
 - 5) Medical payments

The limits for "B" above shall not be less than:

- 1) \$1,000,000 each occurrence limit
- 2) \$2,000,000 general aggregate limit other than products completed operations
- 3) \$1,000,000 personal and advertising injury limit
- 4) \$1,000,000 products/completed operations aggregate limit
- 5) \$50,000 fire damage limit
- 6) \$5,000 medical expense limit (desirable but not mandatory)
- 7) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement
- 8) St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate
- 9) Some contracts may require Protection and Indemnity coverage. This should be checked out with Insurance Dept./Legal Dept.

C) <u>Comprehensive Automobile Liability</u> covering all owned, hired and other non-owned vehicles of the **ENGINEER**.

The limits for "C" above shall not be less than:

- 1) \$1,000,000 CSL
- 2) St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate

CORPORATE RESOLUTION

BOARD OF DIRECTORS OF STUART CONSULTING GROUP, INC.

EXCERPT from the Minutes of Board Meeting of the Board of Director of Stuart Consulting Group, Inc.

AT THE QUARTLY MEETING of Directors of Stuart Consulting Group, Inc., duly called to order and held on January 11, 2021, a quorum being there present, on motion duly made Hasling and seconded by Fenner (5 YEAS, 0 NAYS).

IT WAS RESOLVED THAT: Thomas J. Martin, Jr., P.E. – President/Director; Calvin C. Hoppmeyer, Jr., P.E. – Vice President/Secretary; Christopher A. Fenner, P.E. – Vice President; are hereby appointed, constituted and designated as AGENTS of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, proposal concerns and transactions within the **State of LOUISIANA** for any and all contracts, task orders or work assignments. This Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said AGENT.

IT WAS ALSO RESOLVED THAT: Thomas J. Martin, Jr., P.E. – President/Director; Calvin C. Hoppmeyer, Jr., P.E. – Vice President/Secretary; Christopher A. Fenner, P.E. – Vice President; Martin J. Cristofaro, P.E. – Vice President are hereby appointed, constituted and designated as AGENTS of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, proposal concerns and transactions within the **State of TEXAS** for any and all contracts, task orders or work assignments. This Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said AGENT.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors for said Corporation and the same have not been revoked nor rescinded.

Calvin C. Hoppmeyer, Jr., P.

Secretary

Date: January 11, 2021

Witnessed:

Thomas J. Martin, Jr., P.

President/Director

Date: January 11, 2021

ST. JOHN THE BAPTIST PARISH COUNCIL STATE OF LOUISIANA

RESOLUTION R21-80

Councilwoman Houston proposed and Councilman Wright seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH STUART CONSULTING GROUP, INC. FOR THE NON-DOMESTIC WASTEWATER USE PROGRAM RATE ADJUSTMENT PROJECT

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, Stuart Consulting Group, Inc. of Metairie, LA has been selected as the Engineer for services related to the Non-Domestic Wastewater Use Program Rate Adjustment Project; and

WHEREAS, St. John the Baptist Parish's current discharge rates for commercial use are lower than the rates for residential use; and

WHEREAS, the current rates have not been adjusted and have not included a Consumer Price Index (CPI) since 2018; and

WHEREAS, Stuart Consulting Group, Inc. will provide services to update the discharge rates as well as include a CPI to cover inflation rates as needed; and

WHEREAS, the cost of this Agreement is approximately \$15,000 and is funded through the Wastewater Department Budget.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the Professional Services Agreement between St. John the Baptist Parish and Stuart Consulting Group, Inc.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Malik, Torres, Houston, Becnel, Arcuri, Wright

NAYS: None ABSTAIN: None

ABSENT: Duhe-Griffin and Schnyder

And, the resolution was declared adopted on this, the 8th day of June 2021.

Council Chairman

Jackwardeeh Secretary

Approved: X

Veto:

Parish President

CERTIFICATE

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 8th day of June 2021.

Signed at Laplace, Louisiana this

day of

2021.

(S E A L)

WILLIAM IN

Jackie Landeche

\$ecretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights to the	Continuous notas maria	CONTACT NAME: Tracy Eddy		
Alexander & Sanders,		PHONE (A/C, No, Ext): 225-336-3200	FAX (A/C, No): 225-336-4536	
A Division of BXS Insurance		E-MAIL ADDRESS: asinfo@bxsi.com		
4041 Essen Lane, Suite 400 Baton Rouge LA 70809		INSURER(S) AFFORDING C	NAIC#	
Baton Rouge LA 70003	Li#- DC 1002305	INSURER A: Valley Forge Insurance Cor	20508	
Stuart Consulting Group, Inc. 1018 Central Avenue, Suite 200 Metairie LA 70001	STUACON-06	INSURER B : Continental Casualty Comp	20443	
		INSURER C : American Casualty Compar	20427	
		INSURER D : XL Specialty Insurance Cor	37885	
		INSURER E :		
		INSURER F:		
	NUMBER 40044003	REVI	SION NUMBER:	

COVERAGES

CERTIFICATE NUMBER: 40611003

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	OLO	ISIONS AND CONDITIONS OF SUCH F	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)		LIMITS	3		
A)			NSD WVD Y		4012163522	7/23/2020	7/23/2021	EACH OCCURRENCE	\$1,000,000		
	X	CLAIMS-MADE X OCCUB		Y	4012103322			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000		
		CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 10,000		
	-							PERSONAL & ADV INJURY	\$ 1,000,000		
								GENERAL AGGREGATE	\$2,000,000		
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000		
		POLICY X PRO-							\$		
-		OTHER:	Y	V 6025372534	6025372534	7/23/2020	7/23/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
	-	TOMOBILE LIABILITY			1 0025372554			BODILY INJURY (Per person)	\$		
	X	ANY AUTO OWNED SCHEDULED						BODILY INJURY (Per accident)	\$		
		AUTOS ONLY AUTOS NON-OWNED						PROPERTY DAMAGE (Per accident)	\$		
		AUTOS ONLY AUTOS ONLY						(Fel accident)	\$		
_	V	UMBRELLA LIAB X OCCUB		+-	4012169918	7/23/2020	7/23/2021	EACH OCCURRENCE	\$ 5,000,000		
В	X	1 0000			4012103310			AGGREGATE	\$ 5,000,000		
		EXCESS LIAB CLAIMS-MADE	-						\$		
	WO	DED X RETENTION \$ 10,000	-	V	Y	Y 6025051643	6025051643	12/31/2020	12/31/2021	X PER STATUTE ER	
	AND	AND EMPLOYERS' LIABILITY Y / N		5025051515			E.L. EACH ACCIDENT	\$ 1,000,000			
	OFF	PROPRIETOR/PARTNER/EXECUTIVE N FICER/MEMBER EXCLUDED?	N/A	N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000		
	(Ma	Indatory in NH)							E.L. DISEASE - POLICY LIMIT	\$1,000,000	
	-	es, describe under SCRIPTION OF OPERATIONS below		DI	DPR9963089	7/23/2020	7/23/2021	PER CLAIM	\$2,000,000		
D	1	OFESSIONAL LIABILITY AIMS MADE FORM			DF1/4303003			AGGREGATE	\$4,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured along with waiver of subrogation on General and Automobile Liability as required by written contract.

Waiver of subrogation included on Workers Compensation policy as required by written contract.

CANCELLATION

St. John the Baptist Parish Attn: Jaclyn Hotard 1811 W. Airline Hwy. Laplace LA 70068 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Withmale

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